

**LONG-TERM CARE IRREVOCABLE TRUST AGREEMENT**

(For Use by Hazardous Waste Facilities)  
Form 4400-133 Rev. 04-01

In order to provide proof of financial responsibility in accordance with section 289.41, Wisconsin Statutes, and section NR 685.07, Wisconsin Administrative Code, as amended, to ensure that the long-term care requirements of the plan of operation approval issued by the State of Wisconsin Department of Natural Resources (hereafter,

DNR), to \_\_\_\_\_  
(Owner)

of \_\_\_\_\_,  
(Address)

dated \_\_\_\_\_, and any amendments thereto, or the long-term care  
(Date)

requirements of section NR 685.06, Wisconsin Administrative Code, if applicable to the facility, shall

be complied with, \_\_\_\_\_  
(Owner)

as Settlor, hereby enters into this irrevocable trust agreement and hereby transfers to

\_\_\_\_\_  
(Bank or Financial Institution)

of \_\_\_\_\_, a bank or financial  
(Address)

institution located in the State of Wisconsin which has the authority to act as a trustee and whose trust operations are regulated and examined by a state or federal agency, as Trustee, the cash, certificates of deposit, or U.S. government securities described on Schedule "A" attached hereto, having a current market value of

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_) in trust for the DNR as sole beneficiary

to be held subject to the terms and conditions set forth below. This trust is created this \_\_\_\_\_,  
(Date)

and shall continue until terminated as hereafter set forth. The trust shall be named the "Long-Term Care Trust for  
the \_\_\_\_\_"

(Hazardous Waste Facility), EPA Identification Number \_\_\_\_\_, located in \_\_\_\_\_

\_\_\_\_\_, Town/City/Village \_\_\_\_\_,  
(Section/Township/Range)

\_\_\_\_\_ County, Wisconsin.

1. The Trustee shall add to the trust fund additional cash, certificates of deposit and U.S. government securities when they are transferred to the Trustee over the estimated active life of the hazardous waste facility in compliance with the requirements of the plan of operation approval and any amendments thereto or the requirements of sections NR 660.16 and 685.06, Wisconsin Administrative Code, if applicable. However, a total of no more than \$100,000.00 in cash shall be deposited into the trust fund and any other trust or escrow account established by the Owner in the same bank or financial institution for the purpose of providing proof of financial responsibility to the DNR. U.S. government securities shall be used for amounts in such accounts in excess of \$100,000.00.
2. All interest, and other trust fund earnings and profits, shall be accumulated in the trust fund. There shall be no withdrawals from the trust fund except as authorized in writing by the Secretary of the DNR.

3. All or any part of the accumulated principal and income in the trust fund may be withdrawn by the DNR, upon the written request of the Secretary of the DNR, and in accordance with section NR 685.07, Wisconsin Administrative Code, as amended, to be used to carry out the long-term care requirements of the plan of operation approval and any amendments thereto or the long-term care requirements of section NR 685.06, Wisconsin Administrative Code, if applicable, if the Owner or any successor in interest fails to do so.
4. One year after closure of the facility and annually thereafter for the period of Owner responsibility, the Settlor may make application to the DNR for reimbursement from the trust property in an amount equal to the costs for long-term care for the preceding year in accordance with section NR 685.07, Wisconsin Administrative Code, as amended. Upon determination that the expenditures incurred are in accordance with the long-term care requirements anticipated in the plan of operation approval, and any amendments thereto, or the long-term care requirements of section NR 685.06, Wisconsin Administrative Code, if applicable, the DNR may authorize in writing payment of that amount by the Trustee to the Settlor from the trust property. At such time as all of the trust funds have been paid to or released by the DNR, this trust shall terminate.
5. The Trustee shall have full power:
  - A. To retain, invest, and reinvest the trust corpus in cash, certificates of deposit or U.S. government securities.
  - B. To sell or exchange any or all of the trust property as the Trustee deems proper for like-kind property.
  - C. To register and hold the trust property in the name of a nominee without qualification or restriction.
  - D. To exercise any conversion privilege or subscription right given to the Trustee as the owner of any property constituting a portion of the trust.
6. The Trustee shall render to the Settlor and to the DNR annually, commencing on the date specified by the DNR and each year thereafter, a written statement showing the correct amount of income and disbursements during the preceding year, with a description and statement of value of the then corpus of the trust. The statement shall identify and indicate the current market value of any cash, certificates of deposit and U.S. government securities placed in this trust by the Settlor during the reporting period.
7. The Trustee shall receive reasonable and customary compensation for its services hereunder, the amounts of which are to be fixed by agreement of the Settlor, the Trustee, and the DNR, and in case of their inability to so agree, said compensation shall be fixed by arbitration pursuant to chapter 788, Wisconsin Statutes.
8. The Trustee may resign upon the appointment of a qualified successor Trustee by delivering a written resignation to both the Settlor and the DNR. Either the Settlor or the DNR may terminate the authority of the Trustee by delivering a written notice of termination to the Trustee in which case a qualified successor Trustee shall be appointed.
9. No rescission of this trust agreement or any of its terms except as expressly provided herein shall be of any effect without consent in writing subscribed by all of the parties hereto.

Signed, sealed and dated \_\_\_\_\_.  
(Date)

\_\_\_\_\_  
(Settlor)

The undersigned Trustee hereby accepts the terms and provisions of the foregoing trust and acknowledges receipt of the assets described in Schedule "A" attached hereto.

\_\_\_\_\_  
(Trustee)

Approved:  
State of Wisconsin  
Department of Natural Resources  
For the Secretary

By \_\_\_\_\_